



محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

In the name of His Highness Sheikh Tamim bin Hamad Al Thani,
Emir of the State of Qatar

Neutral Citation: [2021] QIC (F) 9

IN THE CIVIL AND COMMERCIAL COURT
OF THE QATAR FINANCIAL CENTRE
FIRST INSTANCE CIRCUIT

6 April 2021

CASE No. CTFIC0003/2020

BETWEEN:

BANK AUDI LLC

Claimant

v

- (1) NEW HORIZON CONTRACTING AND MAINTENANCE WLL
(2) MAAROUF RAJAA FARAH
(3) SHEIKH HAMAD KHALIFA HASSAN ABDUL RAHMAN AL THANI
(4) STANLEY RAJAA FARAH

Defendants

JUDGMENT

Before:

Justice Bruce Robertson

Justice George Arestis

Justice Fritz Brand

ORDER

1. Judgment for the Claimant in the sum of QAR 1,159,236.27.
2. Interest at 7% from the date of default until payment is made.
3. The Claimant is entitled to its reasonable costs, to be assessed by the Registrar if not agreed between the parties.

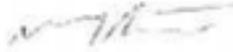
JUDGMENT

1. On 8 October 2015, the Claimant entered into a loan agreement with the First Defendant, providing it with a loan in the sum of QAR 5,000,000. It was agreed between the Claimant and the First Defendant that the latter would settle the loan, along with interest at a rate of 5% per year, by making 35 installments of QAR 150,000 plus a final installment of QAR 166,290 to be paid on 10 October 2018. The Claimant agreed to postpone this final date for payment to 1 January 2019, however, to date, QAR 1,159,236.27 remains unpaid. In addition, Article 6 of the loan agreement made provision for “default interest” on all overdue accounts from the date such sums were due up until the date of payment. The applicable rate was identified to be “two points higher” than the 5% rate to be paid on the loan, i.e. 7%.
2. On 28 October 2015, a personal guarantee agreement was entered into between the Claimant and the Second, Third, and Fourth Defendants, who, jointly and severally, agreed to guarantee the loan granted to the First Defendant by the Claimant.
3. It is against that backdrop that proceedings were filed in this Court on 7 April 2020. The claim was framed in line with the history set out above, the Claimant claiming the unpaid amount, along with interest. In addition, the Claimant also sought payment for “commissions and expenses” as well as “compensation of damages due to its [the Defendants] bad intention according to the articles 100, 101 and 104 of the QFC Contract Regulations, which the Claimant estimates at three hundred and fifty thousand Qatari Riyals (350,000 QAR)”. The Claimant also sought recovery of its legal expenses associated with bringing this claim.

4. The Claimant is a company established under the laws of the Qatar Financial Centre and registered accordingly, so this Court has jurisdiction.
5. Service of the Claim Form and supporting documentation was effected by post on all Defendants on 26 June 2020. No steps were taken by any of the Defendants.
6. On 19 November an application for Summary Judgment was filed with the Court and served on all Defendants by fax on 26 November 2020.
7. No witness statement, as required by Practice Direction No 2 of 2019, had been filed and a Direction was issued on 29 November requiring that this be remedied. It was covered by a witness statement of Imad Chalhouh, dated 2 February 2021. Not without some considerable difficulty this was served in accordance with the Court Rules on all 4 Defendants, as was a subsequent Direction of the Court giving all Defendants an opportunity to reply to the evidence within 14 days. No material in response was filed.
8. A Claimant is entitled to Summary Judgment where the Court is satisfied that there is no prospect of a Defendant successfully challenging the claim or particular issues therein. There can be no questions as to the Claimant's entitlement to Judgment for the balance of the original capital sum and the contractual interest agreed upon. We are, however, not so satisfied with regard to the balance of the claim including commission, expenses and compensation of damages due to bad intentions.
9. The Court has accordingly concluded that the Claimant is entitled to judgment against the 4 Defendants jointly and severally for:
 - (a) QAR 1,159,236.27.
 - (b) Interest at 7% from the date of default until payment is made.
10. The Claimant is also entitled to its reasonable costs, to be assessed by the Registrar if not agreed between the parties.

11. The Court is not satisfied that the balance of the claim can be covered by this summary judgment and the Claimant if it wishes to pursue those claims will have to proceed with a conventional proof of the amounts claimed.

By the Court,



Justice Bruce Robertson



Representation:

The Claimant was represented by D & C Legal Services, Qatar Financial Centre, Doha, Qatar.

The Defendants made no representations.